



REQUEST FOR QUALIFICATIONS

For the Project Titled:

**Memphis Regional Megasite
Site Consultant
SBC Project No. 529/000-07-2009**

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Release Date: August 10, 2018

1. INTRODUCTION

1.1. State of Procurement Purpose

The State of Tennessee Real Estate Asset Management ("STREAM"), an agency of the State of Tennessee, hereinafter referred to as "the State," has issued this Request for Qualifications ("RFQ") to define the State's minimum service requirements, solicit responses, detail response requirements, and, outline the State's process for evaluating responses and selecting a Memphis Regional Megasite Site Consultant to provide industrial site consulting services to the State.

Through this RFQ, the State seeks to contract for the requested services and to give ALL qualified businesses, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, opportunity to do business with the State as contractors and subcontractors.

1.2. Statement of Procurement Purpose

The State of Tennessee Real Estate Asset Management (STREAM) group ("STREAM") is seeking to engage a qualified and experienced firm to provide site consulting services for the Memphis Regional Megasite ("MRM").

1.2.1. Background:

Memphis Regional Megasite – Haywood and Fayette County (4,100 acres)
Economic & Community Development.

Development of the Memphis Regional Megasite began in 2005 with a vision to create a site that would be transformational to the economic landscape of West Tennessee. The site was certified as a TVA Megasite by McCallum Sweeney in 2006, and the State of Tennessee purchased the property in 2009. Since that time, significant activity has taken place, including extensive engineering and environmental studies, the improvement of I-40 Exit 42, construction and realignment of SR 222, construction of water tower infrastructure, and the purchase of adjacent land.

At present, the State has been actively marketing the Megasite and requires technical and consulting assistance as further described below to deliver functional sites to potential tenants.

Additional information about the Megasite can be found at
<https://www.tnecd.com/sites/memphis-megasite/>

1.2.2. Consultant Expertise:

Consultants must demonstrate prior experience with industrial site planning and development. Experience in the following areas is desired:

- a. Developing Site Evaluation Report(s) for use by leadership including, not limited to, site management, utilities, civil engineering work, infrastructure, and environmental issues. The report may also need to identify recommendations for work needed to get the site ready for development.

- b. Developing a site masterplan.
- c. Providing ongoing technical expertise and consultation on industrial site-related matters on an as-needed basis including, but not limited to:
 - Developing and implementing the following:
 - Site Management & Maintenance Plan
 - Land-use and Allotment Plan
 - Assistance with coordination of utility, transportation, and railroad services;
 - Assistance with all permit applications;
 - Assistance with development of covenants and land use conditions;
 - Assistance with tenant information requests;
 - Assistance with tenant negotiations;
 - Overall site management;
 - Assisting with proposal documents and contract negotiations;
 - Coordination and communication with stakeholders such as communities, Megasite Authority, and state leadership; and
 - Assembling teams with additional expertise, such as legal, accounting, or utility management.

1.3. Pro Forma Contract

Pro Forma Contract (attached as RFQ Attachment 6.4.) and contract attachments detail the State's requirements.

The *Pro Forma* Contract substantially represents the contract document that the successful Respondent must sign.

1.4. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a contract pursuant to this solicitation or in the employment practices of the Vendor on the grounds of handicap or disability, age, race, color, religion (subject to *Tennessee Code Annotated*, Sections 4-21-401 and 405), sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Vendor pursuant to this solicitation shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.5 RFQ Communications

- 1.5.1 The State has assigned the following RFQ identification number that shall be referenced in all communications regarding this RFQ:

SBC PROJECT No.: 529/000-XX-2018

- 1.5.2 **Unauthorized contact about this RFQ with employees or officials of the State of Tennessee, except as detailed below, may result in disqualification from consideration under this procurement process.**

- 1.5.2.1 Any entity or individual responding or intending to respond to this RFQ (“Respondent”) shall direct communications concerning this RFQ to the following person designated as the Solicitation Coordinator:

Nickie Smith, Solicitation Coordinator
Department of General Services
Central Procurement Office, 3rd Floor
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243
Phone: (615) 532-7475
Email: Nickie.Smith@tn.gov

- 1.5.2.2 Notwithstanding the foregoing, prospective Respondents may alternatively contact:

- a. staff of the Governor’s Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFQ (visit www.tn.gov/businessopp/ for contact information); and:
- b. The DGS Safety and Compliance Manager, Daphne Hall, who is the individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations.

- 1.5.3 Only the State’s official, written responses and communications with Respondents are binding with regard to this RFQ. Oral communications between a State official and one or more Respondents are unofficial and non-binding.

- 1.5.4 Potential Respondents shall ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFQ Section 2, Schedule of Events.

- 1.5.5 Respondents shall assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent’s method of dispatch. Actual or digital “postmarking” of a communication or response to the State by a specified deadline is not a substitute for the State’s actual receipt of a communication or response.

- 1.5.6 The State will convey all official responses and communications related to this RFQ to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFQ Section 1.9.).

- 1.5.7 The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFQ. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail,

internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website:

<https://www.tn.gov/generalservices/real-estate-/contractors/requests-for-qualification--rfqs-.html>

- 1.5.8 The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFQ. The State's official, written responses will constitute an amendment of this RFQ.
- 1.5.9 Any data or factual information provided by the State (in this RFQ, an RFQ amendment, or any other communication relating to this RFQ) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information; however, it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.6 Assistance to Respondents with a Handicap or Disability

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFQ and participating in the RFQ process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFQ Section 2, Schedule of Events.

1.7 Respondent Required Review & Waiver of Objections

- 1.7.1 Each prospective Respondent shall carefully review this RFQ, including but not limited to, attachments, amendments, questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "Questions and Comments")
- 1.7.2 Any prospective Respondent having Questions and Comments concerning this RFQ shall provide them in writing to the State no later than the written Questions & Comments Deadline detailed in the RFQ Section 2, Schedule of Events.
- 1.7.3 Protests based on any objection to the RFQ shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.8 Pre-Response Conference

A Pre-Response Conference will be held at the time and date detailed in the RFQ Section 2, Schedule of Events. Pre-Response Conference attendance is not mandatory and potential Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

William R. Snodgrass Tennessee Tower,
3rd Floor, Conference Room D
312 Rosa L. Parks Avenue
Nashville, TN 37243

Or you may call in using the numbers listed below:

Local callers dial 615-253-8313

Long distance callers dial 855-543-5040

The purpose of the conference is to discuss the RFQ scope of services. The State will entertain questions, however potential Respondents shall understand that the State's response to any question at the Pre-Response Conference shall be tentative and non-binding. Potential Respondents should submit questions concerning the RFQ in writing and shall submit them prior to the Written Comments Deadline date detailed in the RFQ Section 2, Schedule of Events. The State will send the official response to questions to potential Respondents as indicated in Section 1.5.6 and on the date detailed in the RFQ Section 2, Schedule of Events

Attendees should allow sufficient time to locate vehicle parking, and to obtain a visitor's badge at the security station. Each visitor shall present proper photo identification, such as a valid driver's license.

1.9 Notice of Intent to Respond

Before the Notice of Intent to Respond Deadline detailed in RFQ Section 2, Schedule of Events, potential Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond in the form of a simple e-mail or other written communication. Such notice should include the following information:

- the business or individual's name (as appropriate);
- a contact person's name and title; and,
- the contact person's mailing address, telephone number, facsimile number, and e-mail address.

A Notice of Intent to Respond creates no obligation and is not a prerequisite for making a proposal; however, it is necessary to ensure receipt of any RFQ amendments or other notices and communications relating to this RFQ.

1.10 Response Deadline

A Respondent shall ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFQ Section 2, Schedule of Events. A response shall respond, as required, to this RFQ (including its attachments) as may be amended. The State will not accept late responses, and a Respondent's failure to submit a response before the Response Deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

2. RFQ SCHEDULE OF EVENTS

2.1. The following RFQ Schedule of Events represents the State's best estimate for this RFQ.

EVENT	TIME (central time zone)	DATE (all dates are State business days)
1. RFQ Issued		August 10, 2018
2. Disability Accommodation Request Deadline		August 15, 2018
3. Pre-Response Conference	2:00 p.m.	August 21, 2018
4. Notice of Intent to Respond Deadline		August 22, 2018
5. Written "Questions & Comments" Deadline	2:00 p.m.	August 29, 2018
6. State Response to Written "Questions & Comments"		September 6, 2018
7. Phase I Response Deadline	2:00 p.m.	September 13, 2018
8. State Completion of Phase I Evaluations and Notice of Proposers Selected for Phase II Interviews Issued		September 20, 2018
9. Interviews of Phase II Proposers		September 25, 2018 – September 27, 2018
10. State Completion of Phase II Evaluations, Intent to Negotiate Notice Issued to short listed Respondents	.	September 28, 2018
11. Negotiations (if applicable)		September 28, 2018
12. State Issues Notice of Intent to Award and RFQ Files Opened for inspection		October 9, 2018
13. Executive Subcommittee of the State Building Commission (ESC) Approval Sought		October 22, 2018
14. Anticipated Contract Signature Deadline		October 22, 2018

2.2. **The State reserves the right, at its sole discretion, to adjust the RFQ Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFQ amendment, and the State will communicate such to potential Respondents from whom the State has received a Notice of Intent to Respond (refer to RFQ Section 1.9.).

3. RESPONSE REQUIREMENTS

3.1. Response Contents: A response to this RFQ should address the following:

3.1.1. **Phase I – Part One**

Mandatory Requirements: RFQ Attachment 6.2, Section A, details the mandatory technical, functional, and experience requirements that shall be demonstrated in the response to this RFQ in order to be moved on to Phase II of the Technical Response evaluation. A Respondent shall duplicate and use RFQ Attachment 6.2, Section A as a guide to organize responses for the Mandatory Requirements of the RFQ response. The Respondent should insert the page location of their response in the indicated first column of the RFQ Attachment 6.2, Section A. RFQ Attachment 6.2, Section A, is the State's sole means to evaluate as to whether or not a Respondent meets mandatory qualifications (Phase I).

3.1.2. **Phase I – Part Two**

General Qualifications & Experience: RFQ Attachment 6.2, Section B is included in the State's evaluation of Phase II of the Technical Response Evaluation, and it details general information and qualifications that shall be demonstrated in the response to this RFQ. A Respondent shall duplicate and use RFQ Attachment 6.2, Section B as a guide to organize responses for this portion of the RFQ response. The Respondent should insert the page location of their response in the indicated first column of the RFQ Attachment 6.2, Section B. The response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, shall be written in English and shall be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible). All response pages shall be numbered. All information shall be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.

3.1.3. **Phase II**

Interviews: RFQ Attachment 6.2., Section C is also included in the State's evaluation. The State may "Short List" up to the five highest scoring Responsive and Responsible Respondents having a Written Technical Response Score (from Phase II) of seventy (70) points or above.

3.2. Non-Responsive:

The State may determine a response to be non-responsive and reject it if:

- a. The Respondent fails to organize and properly reference the Proposal as required by the RFQ and RFQ Attachment 6.2, or;
- b. The Respondent document does not appropriately respond to, address, or meet all of the requirements and proposal items detailed in RFQ Attachment 6.2.

3.3. Response Delivery

A Respondent shall ensure that the State receives a Response to this RFQ no later than the Response Deadline time and dates detailed in the RFQ Section 2, Schedule of Events. All responses shall be delivered to:

Nickie Smith, RFQ Coordinator
Department of General Services

William R. Snodgrass Tennessee Tower, 3rd Floor (Central Procurement Office)
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone: (615) 532-7475

3.4. Response Format

3.4.1. A Respondent shall ensure that the original response meets all form and content requirements detailed within this RFQ.

3.4.2. A Respondent shall submit a response as specified below:

3.4.2.1. **One (1)** original printed copies labeled:

"RFQ SBC 529/000-XX-2018 RESPONSE ORIGINAL"

AND

One (1) digital copies of the Technical Response in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

"RFQ SBC 529/000-XX-2018 RESPONSE ORIGINAL"

3.4.2.2. The Response original paper documents and digital copies must be placed in a sealed package that is clearly labeled:

"DO NOT OPEN... RFQ SBC 529/000-XX-2018 TECHNICAL RESPONSE FROM [INSERT RESPONDENT LEGAL ENTITY NAME]"

3.4.2.3. The Response shall include the completed *Pro Forma* Contract Information Sheet (attached as RFQ Attachment 6.3.).

3.5. Response & Respondent Prohibitions: A response to this RFQ should not:

3.5.1. A Respondent shall not restrict the rights of the State or otherwise qualify offer to deliver services as required by this RFQ. The State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.

3.5.2. A Respondent shall not propose alternate services (*i.e.*, offer services different from those requested and required by this RFQ). The State may consider a proposal of alternate services to be non-responsive and reject it.

3.5.3. A Respondent shall not provide, for consideration in this RFQ process or subsequent contract negotiations, incorrect information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State may deem the Respondent's proposal non-responsive and reject it.

3.5.4. A Respondent shall not submit more than one Proposal in response to this RFQ. If a Respondent submits more than one Proposal, the State may deem all of the proposals non-responsive and reject them.

3.5.5. A Respondent shall not be (and the State will not award a contract to):

- a. an individual who is, or within the past six months has been, an employee of the State of Tennessee or who is a volunteer member of a State board or commission that votes for, lets out, overlooks, or in any manner superintends the services being procured in this RFQ;
- b. a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee (this will not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
- c. a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- d. any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFQ or its scope of services (such person or entity being deemed by the State as having information that would afford an unfair advantage over other Respondents).

For the purposes of applying the requirements of this RFQ subsection 3.5.5., the State will deem an individual to be an employee of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid, but the term "employee of the State of Tennessee" shall not include individuals performing volunteer services for the State of Tennessee.

3.6. Conflict of Interest

3.6.1. This RFQ is also subject to *Tennessee Code Annotated*, Section 12-4-101.

3.6.2. This RFQ is also subject to State Building Commission Policy and Procedure 12.02, and the duties and obligations of the State are subject to Policy 12.02.

3.7. Response Errors & Revisions

A Respondent is responsible for any and all errors or omissions in its response to this RFQ. A Respondent will not be allowed to alter or revise its response after the Response Deadline time and

date as detailed in RFQ Section 2, Schedule of Events, unless such is formally requested in writing by the State (e.g., through a request for clarification, etc.).

3.8. Response Withdrawal

A Respondent may withdraw a response at any time before the Response Deadline time and date as detailed in RFQ Section 2, Schedule of Events, by submitting a written signed request by an authorized representative of the Respondent. After withdrawing a response, a Respondent may submit another Response at any time before the Response Deadline time and date as detailed in RFQ Section 2, Schedule of Events.

3.9. Response Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any response. Each Respondent is solely responsible for the costs it incurs in responding to this RFQ.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFQ Amendment

The State reserves the right to amend this RFQ at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the deadlines and revise the RFQ Schedule of Events if deemed appropriate. If a RFQ amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFQ Section 1.9.). A response shall respond, as required, to the final RFQ (including its attachments) as may be amended.

4.2. RFQ Cancellation

The State reserves the right, at its sole discretion, to cancel the RFQ or to cancel and reissue this RFQ in accordance with applicable laws and regulations.

4.3. State Right of Rejection

- 4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.
- 4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFQ. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFQ. If the State waives variances in a response, such waiver shall not modify the RFQ requirements or excuse the Respondent from full compliance, and the State may hold any Contractor to strict compliance with this RFQ.

4.4. Assignment & Subcontracting

- 4.4.1. The Respondent may not transfer, or assign or enter into a subcontract for any of the services provided under the Contract awarded as a result of this RFQ without prior written approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.
- 4.4.2. Subcontractors identified within a response to this RFQ will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.
- 4.4.3. The Respondent may also use subconsultants/experts on a case-by-case basis to accomplish specific task orders requested by the State. Use of such subcontractors shall be pre-approved by the State during negotiations for each individual task order. Such subcontractors are not required to be disclosed by the Respondent in its response to this RFQ.
- 4.4.4. After contract award, a Respondent may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.
- 4.4.5. Notwithstanding any State approval relating to subcontracts, the Contractor who is awarded a contract pursuant to this RFQ will be the prime contractor and will be responsible for all work under the Contract.

4.5. Insurance

The State will require the apparent successful Respondent to provide proof of insurance coverage as required by the *Pro Forma* Contract (attached as RFQ Attachment 6.4.). Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State shall be in form and substance acceptable to the State.

4.6. Professional Licensure and Department of Revenue Registration

- 4.6.1. Before the response to this RFQ is submitted, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable), shall hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Respondent to submit evidence of proper licensure.
- 4.6.2. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

4.7. Disclosure of Response Contents

- 4.7.1. All materials submitted to the State in response to this RFQ shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.7.2. The State will hold all responses in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after the responses are opened.
- 4.7.3. Upon completion of response evaluations, indicated by public release of Evaluation Notice, the responses and associated materials will be open for review by the public in accordance with Tennessee Code Annotated, Section 10-7-504(a)(7).

4.8. Contract Approval and Contract Payments

- 4.8.1. The State shall not be liable for payment of any type associated with the Contract and shall not be responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the Contract start date or after the Contract end date.
- 4.8.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract.

4.9. Severability

If any provision of this RFQ is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFQ terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFQ did not contain the particular provision held to be invalid.

4.10. Joint Ventures

Firms submitting Qualification Statements as a Joint Venture shall file a statement of partnership authority with the Tennessee Secretary of State's office containing the information required by Tenn. Code Ann. Section 61-1-303(a)(1).

If a Respondent intends to submit a Proposal as a joint venture, then the following requirements shall apply:

- a.** For the purposes of this RFQ, the State recognizes a joint venture as separate organizations or business entities that intend to combine professional or technical expertise and business experience, and to share contractual and project responsibilities in performance of a contract pursuant to this RFQ;
- b.** The joint venture shall be registered to do business in the State of Tennessee or each joint venture participant shall be registered to do business in Tennessee;
- c.** The joint venture shall meet the licensure requirements stated in this RFQ; or each joint venture participant shall meet the licensure requirements stated in this RFQ;
- d.** The joint venture shall have a monetary limitation on the license sufficient to support the preliminary estimated construction cost for this project or one of the joint venture participants shall have a monetary limitation sufficient to support the preliminary estimated construction cost for this project. Joint venture participants' monetary limits may not be combined to support the preliminary estimated construction cost for the project;
- e.** The joint venture shall meet the insurance requirements state in the RFQ or each joint venture participant shall meet the insurance requirements stated in this RFQ. A certificate of insurance must be submitted to provide proof of compliance with the insurance requirements; and
- f.** Each joint venture participant shall individually provide all documentation required for a review of financial responsibility and stability. A sub-contractor to a Respondent is not a joint venture participant.

5. PROCUREMENT PROCESS & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, and technical approach. The evaluation process is designed to determine those responses having the highest total scores. Each category is weighted as follows and one hundred points is the maximum total number of points which may be awarded:

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
Mandatory Requirements Refer to RFQ Attachment 6.2., Section A	Pass/Fail
General Qualifications & Experience Refer to RFQ Attachment 6.2., Section B	60
Interview Refer to RFQ Attachment 6.2., Section C	40

5.1. Evaluation Process:

The evaluation process is designed to award the contract resulting from this RFQ to the Respondent deemed by the State to be responsive and responsible who offers the best attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFQ. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance).

The proposal evaluation will be a three phase process. The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three or more State employees) will use the RFQ Attachment 6.2., Technical Response and Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.1.1. Phase I - Part One – Mandatory Requirements

The Solicitation Coordinator will review each Mandatory Requirement (attached as RFQ Attachment 6.2., Section A) to determine compliance. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Solicitation Coordinator shall seek the advice of an attorney on the staff of the Department of General Services who will review the proposal and document his/her determination of whether:

- the response adequately meets RFQ requirements for further evaluation;
- the State will request clarifications or corrections for consideration prior to further evaluation; or,
- the State will determine the response to be non-responsive to the RFQ and reject it.

5.1.2. Phase I - Part Two – Technical Evaluation (attached as RFQ Attachment 6.2., Section B)

Proposal Evaluation Team members will independently evaluate each Technical Response (for those that met the mandatory qualifications in Part One) against the evaluation criteria in this RFQ and will score each in accordance with the RFQ Attachment 6.2., Technical Response & Evaluation Guide (Section B). For each response evaluated, the Solicitation Coordinator will calculate the average Proposal Evaluation Team member scores for RFQ Attachment 6.2., Technical Response & Evaluation Guide (Section B), and record each average as the response score for the respective Technical Response section. This will be the total "Written Technical Score."

Following the Part Two technical response evaluation, the State may "Short List" up to the five highest scoring Responsive and Responsible Respondents scoring at least 50 points on RFQ Attachment 6.2, Section B, General Qualifications and Experience. A copy of the Short List shall be sent to all Respondents. All Respondents on the Short List shall be invited to the Phase II interview phase with the State evaluation team and its advisors.

5.1.3. **Phase II – Interview (attached as RFQ Attachment 6.2., Section C)**

The Solicitation Coordinator will invite each Short Listed Respondent to interview. Should your firm be invited to interview, questions will be directed solely to the proposed "Project Team." The Respondent's Project Team should only include the people that will work on this Project. The interview response will be scored by the Evaluation Team, in accordance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section C.

- 5.1.3.1. The interviews are mandatory. The Solicitation Coordinator will schedule Respondent interviews during the period indicated by the RFP Section 2, Schedule of Events.
- 5.1.3.2. Respondent interviews are only open to the invited Respondent's Project Team, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.
- 5.1.3.3. The State will maintain an accurate record of each Respondent's interview session. The record of the Respondent's interview shall be available for review when the State opens the procurement files for public inspection.
- 5.1.3.4. Each interview is anticipated to be no more than 1.5 hours. The structure of the interviews will be as follows:

A. Presentation

- **Introductions (approximately 15 minutes)**
 - Present your team and the role and experience of each team member
- **Overview of Project of Comparable Size and Score to this project (approximately 30 minutes)**
 - Provide detailed overview of one comparable project which indicates your ability to provide the requested services for the MRM

- Demonstrate your understanding of the project scope and your role
- **What differentiates you from other companies in this market?**

B. Questions and Answer Session with the Evaluation Team

The questions asked in this session will include both standard questions for all short-listed Respondents and specific questions relative to the Respondent's proposal and presentation. The interview presentation and question/answer scoring will be based on the following criteria:

- Project Understanding
- Project Approach
- Project Innovation & Quality Measures
- Cost and Schedule Management
- Experience & Presentations by the Team Members
- Analysis of Project Challenges
- Communication Skills

5.1.3.5. The Solicitation Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFQ Attachment 6.2., Section C, and record that number as the score for the Respondent's "Interview Score" section. The Respondent with the highest Interview Score shall be invited to negotiate a contract with the State based on the *Pro Forma* Contract attached as Attachment 6.4.

5.1.4. **Phase III- Negotiations**

The final phase of this process will be when the State and the best evaluated Proposer negotiate the terms of a contract for Site Consultant services. At the time specified in the RFQ Schedule of Events, RFQ Section 2, the State shall issue to all Respondents a "Notice of Intent to Negotiate" with the Respondent having the highest Interview Score ("the apparent best evaluated Respondent"). The remaining Respondents will be listed in rank order on the Notice of Intent to Negotiate. The State shall then enter into negotiations with the apparent best evaluated Respondent.

Negotiations will be based on the *Pro Forma Contract* attached as Attachment 6.4., and will address the following:

- Basis for Fees (Hourly Rates) and Process for Written Plan for Determining Fees for Future Task Orders Requested by the State
- Process for identification of sub-consultants or additional experts to accomplish future task orders requested by the State

If the State and the apparent best evaluated Respondent cannot reach a mutually acceptable agreement, then the State may negotiate with the Respondent having the second best evaluated response, and so on.

All negotiations will be documented for the procurement file and conducted in a manner that supports fairness and good faith. If after negotiating in good faith, the State determines that it cannot reach an agreement with the apparent best evaluated Respondent, that Respondent's

Proposal will be determined to be non- responsive and rejected. All agreed upon negotiations will become part of the final contract.

5.2. Contract Award Process

- 5.2.1. Upon completion of negotiations, the State shall issue to all Respondents a Notice of Intent to Award identifying the Respondent selected for contract award and make the RFQ files open for public inspection. The Notice of Intent to Award date is detailed in RFP Section 2, Schedule of Events. The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in the Respondent named in the Notice of Intent to Award.
- 5.2.2. The Respondent with whom the State has successfully negotiated will be recommended to the Executive Subcommittee of the State Building Commission (ESC) for contract award.
- 5.2.3. The Respondent awarded the contract by the SBC **must** sign a contract drawn by the State pursuant to this RFQ. The contract shall be substantially the same as the *Pro Forma* Contract (attached as RFQ Attachment 6.4.).

5.3. Protest Process

Any protests or appeals of protests pursuant to this RFQ or the Evaluation Notice shall be handled in accordance with the SBC By-laws, Policy and Procedure Item 18.

SBC Project No. 529/000-XX-2018**STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Respondent shall sign and complete the Proposal Statement of Certifications and Assurances below as required, and it shall be included in the Technical Proposal (as required by RFQ Attachment 6.2., Technical Proposal & Evaluation Guide, Section A, Item A.2.).

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFQ.
2. The Respondent will provide all specified goods or services as required by the contract awarded pursuant to this RFQ.
3. The Respondent accepts and agrees to all terms and conditions set out in the contract awarded pursuant to this RFQ.
4. The Respondent acknowledges and agrees that a contract resulting from the RFQ shall incorporate, by reference, all Response responses as a part of the contract.
5. The Respondent will comply, as applicable, with:
 - (a) the laws of the State of Tennessee;
 - (b) the policies and procedures of the State Building Commission and the Office of the State Architect;
 - (c) Title VI of the federal Civil Rights Act of 1964;
 - (d) Title IX of the federal Education Amendments Act of 1972;
 - (e) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (f) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the best of the undersigned's knowledge, information or belief, the information detailed within the Response to the RFQ is accurate.
7. The Response submitted to the RFQ was independently prepared, without collusion, and under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with the request or any potential resulting contract.
9. The Response submitted in response to the RFQ shall remain valid for at least 120 days subsequent to the date of the Response opening and thereafter in accordance with any contract pursuant to the RFQ.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111 "By submission of this response, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Respondent is not on the list created pursuant to § 12-12-106."

By signature below, the signatory certifies legal authority to bind the responding entity to the provisions of this RFQ and a any contract awarded pursuant to it. The State may, at its sole discretion and at any time, require evidence documenting the signatory's authority to be personally bound or to legally bind the responding entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO DO SO BY THE ENTITY RESPONDING TO THIS RFQ.

SIGNATURE & DATE: _____

PRINTED NAME & TITLE: _____

RESPONDENT LEGAL ENTITY NAME: _____

QUALIFICATIONS & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Respondent shall address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent shall also detail the proposal page number for each item in the appropriate space below.

The RFQ Coordinator will review the proposal to determine if the General Business Requirement Items are addressed as required and mark each with Yes (Y) or No (N). For each item that is not addressed as required, the Proposal Evaluation Team shall review the proposal and attach a written determination. In addition to the General Business Requirement Items, the RFQ Coordinator will review each proposal for compliance with all RFQ requirements.

RESPONDENT LEGAL ENTITY NAME:			
Proposal Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirements	State Use Only
			Responsive Y/N
		The response must be delivered to the State no later than the Technical Response Deadline specified in the RFQ Section 2, Schedule of Events.	
		The response shall not contain cost or pricing information of any type.	
		The response shall not contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent shall not submit alternate responses.	
		A Respondent shall not submit multiple responses in different forms (e.g. as a prime and a subcontractor).	
		Responsive to document layout details. Section and subsections partitioned with tabbed separation sheets. Tabs are labeled accordingly.	
	A.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.	
	A.2.	<u>Statement of Certifications and Assurances:</u> Provide the Statement of Certifications and Assurances (RFQ Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFQ and any resulting contract. The document must be signed without exception or qualification.	
	A.3.	<u>Pro Forma Contract Information Sheet:</u> Provide the completed <i>Pro Forma</i> Contract Information Sheet (attached as RFQ Attachment 6.3.).	

RESPONDENT LEGAL ENTITY NAME:			
Proposal Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirements	State Use Only
			Responsive Y/N
	A.4.	Insurance: Provide a Certificate of Insurance (ACCORD) stating the Respondent's capability to provide insurance for this Project in accordance with RFQ Section 4.5.	
	A.5.	If you are responding as a Joint Venture, include a copy of your filed statement of partnership authority with the Tennessee Secretary of State's office in compliance with Tenn. Code Ann. § 61-1-30.	
	A.6.	Certification that Respondent would not be disqualified under RFQ Section 3.5.5.	
<i>State Use – RFQ Coordinator Signature, Printed Name & Date:</i>			

End of Section A

QUALIFICATIONS & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent shall address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent shall also detail the proposal page number for each item in the appropriate space below. Proposal Evaluation Team members will evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Proposal Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Respondent within the last five (5) years. If so, include an explanation providing relevant details.
	B.2.	For the last three (3) years, provide the following ratios for the Respondent, calculated according to the generally accepted accounting principles: 1.) Quick Ratio and 2.) Debt/Worth. NOTE: The State may request CPA audited or reviewed financial statements prepared in accordance with generally accepted accounting principles from the apparent best-evaluated Respondent prior to final award of the agreement. If the requested documents do not support the financial stability of the Respondent the Owner reserves the right to reject the proposal.
	B.3.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.4.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFQ or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFQ. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The Owner may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	B.5.	Provide a statement and any relevant details addressing whether the Respondent is any of the following: (a) is presently debarred, suspended, proposed for debarment, or voluntarily

RESPONDENT LEGAL ENTITY NAME:		
Proposal Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
	B.6.	<p><u>Conflict of Interest:</u> Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall perform work under the contract has a possible conflict of interest (<i>e.g.</i>, employment by the State of Tennessee, or other conflict as set forth in Item 12 of the SBC By-Laws, Policy & Procedures) and, if so, the nature of that conflict.</p> <p>NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.</p>
	B.7.	<p>Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFQ, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.</p>
	B.8.	<p>Provide a personnel roster listing the names of the proposed project team and key people who the Respondent will assign to this contract having the experience and expertise described in RFQ Section 1.2. Follow the personnel roster with a resume for each of the people listed detailing the individual's title, education, current position with the Respondent, and employment history. Provide the project organizational structure along with an organizational chart identifying the key personnel. If a member of the project team is a subcontractor, provide a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFQ. If subcontractors have not yet been identified, please provide the criteria that would be used to select subconsultants/experts, including names of potential subcontractors and a</p>

RESPONDENT LEGAL ENTITY NAME:		
Proposal Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		description of their expertise.
	B.9.	<p>Describe the team that will be assigned to this project and their experience/expertise. Provide experience of key personnel on relevant projects of the Respondent including professional qualifications and description of involvement/experience for proposed project staff. This should include the degree of apparent relevant competencies of the principal professional(s) and lead staff relevant to the project and services required, and evidence of competence.</p> <p>Include the Respondent's experience and qualifications in a consultant role for projects of similar size and scope to the Memphis Regional Megasite, including a description of services provided in these roles. Describe services for which the Respondent anticipates it will need to engage subconsultants/experts and the Respondent's proposed process for selecting such subcontractors.</p> <p>Include any certifications, industry ratings, and national or international achievement recognitions, etc., to attest to the level of experience and success.</p> <p>Identify any challenges experienced while running the multiple concurrent tasks and the approaches made to overcome these challenges.</p> <p>Provide information on the number of projects the Respondent has completed of a comparable size and scope to the MRM. the Respondent's demonstrated record of successfully consulting on projects of a comparable size and scope to the Memphis Regional Megasite. Describe no more than five (5) and no less than two (2) projects, in order of most relevant to least relevant, which demonstrate experience with all of the task types outlined in RFQ Section 1.2. For each project, the following information should be provided:</p> <ol style="list-style-type: none"> Project name, image or rendering of completed project Client entity name, project location and dates during which services were performed. Clear description of overall project (size, cost) and services performed by each team member. Exact duration of project services provided by the Respondent. Client contact information including contact names and telephone numbers. Worst problem encountered in the project and how it was overcome.
	B.10.	Provide a statement that may serve to differentiate the Respondents suitability for the project including, but not limited to, current and projected workloads and how many resources the Respondent may be able to devote to this project, and any

RESPONDENT LEGAL ENTITY NAME:		
Proposal Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		special or enhanced capabilities offered by the Respondent that may be particularly suitable for this project.
	B.11.	Describe your process of working with clients to develop task order proposals (including scope of services and fee proposals) in response to task order requests. Describe your proposed process for working with the State to develop milestones, procure additional expertise, etc.
	B.12.	<p>Provide documentation of the Respondent's commitment to diversity as represented by the following:</p> <p>(a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable.</p> <p>(b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information:</p> <ul style="list-style-type: none"> (i) contract description and total value; (ii) contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, gender, Tennessee service-disabled); (iii) contractor contact name and telephone number. <p>(c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFQ. Please include the following information:</p> <ul style="list-style-type: none"> (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (<i>i.e.</i>, ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors. <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees</p>

RESPONDENT LEGAL ENTITY NAME:			
Proposal Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items	
		<p>by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.</p>	
SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): <i>(maximum possible score = (60))</i>			
State Use – Evaluator Identification:			

End of Section B

TECHNICAL RESPONSE & EVALUATION GUIDE**SECTION C: INTERVIEW**

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the interview responses.

Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.

RESPONDENT LEGAL ENTITY NAME:		
Interview Responses	Item Score (maximum 20 for C.1. and 20 for C.2.)	
<u>C.1. Respondent Presentation</u> <ul style="list-style-type: none"> • Introductions (approximately 15 minutes) <ul style="list-style-type: none"> ○ Present your team and the role and experience of each team member ○ Overview of Project of Comparable Size and Scope to MRM (Approx. 30 minutes) <ul style="list-style-type: none"> ○ Provide detailed overview of one comparable project which indicates your ability to provide the requested services for the MRM ○ Demonstrate your understanding of the project scope and your role ○ What differentiates you from other companies in this market? 		
<u>C.2. Questions/Answers/Discussion with the Evaluation Team (1 hour).</u> The questions asked in this session will include both standard questions for all short-listed Respondents and specific questions relative to the Respondent's proposal and presentation. The interview presentation and question/answer scoring will be based on the following criteria: <ul style="list-style-type: none"> • Project Understanding • Project Approach • Project Innovation & Quality Measures • Cost and Schedule Management • Experience & Presentations by the Proposed Key Members • Analysis of Project Challenges • Communication Skills 		
Total Score (maximum possible score = (40)		
<i>State Use – Evaluator Identification:</i>		

RESPONDENT LEGAL ENTITY NAME:	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>	

End of Section C

Pro Forma Contract Information Sheet

Project Name:	Memphis Regional Megasite Consultant
Facility:	Various
Location:	Varies
SBC Project No.:	529/000-XX-2018

Information to be provided by the consultant:

Company Legal Entity Name:			
Contract Signatory:			
Title:			
Project Contact:			
Title:			
Address:			
City:	State:	Zip:	
E-mail:			
Telephone Number:		Ext:	
The Contractor is a/an <u>Individual</u> ; <u>For-Profit Corporation</u> ; <u>Non-Profit Corporation</u> ; <u>Special Purpose Corporation Or Association</u> ; <u>Partnership</u> ; <u>Joint Venture</u> ; Or <u>Limited Liability Company</u> (Circle One)			
Contractor Place of Incorporation or Organization (Specify State):			
Edison Vendor ID Number: (Leave Blank If Not Known)			
Secretary of State Control Number: (Leave Blank if not registered)			

SBC Project No.: 529/000-XX-2018

PRO FORMA CONTRACT

The *Pro Forma* Contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFQ.